

EXHIBIT A

EXECUTION

TRADE CLAIM CONFIRMATION
(the "Confirmation")

Seller: Ethereum Tech Pte. Ltd.
Attn:
Tel:
Email:

Buyer: Olympus Peak Trade Claims Opportunities Fund I Non-ECI Master LP
Attn: Leah Silverman
Tel: 212-373-1189
Email: lsilverman@opeaklp.com

We are pleased to confirm the following transaction subject to the terms and conditions set forth herein:

Trade Date:	July 19th, 2023
Buyer:	Olympus Peak Trade Claims Opportunities Fund I Non-ECI Master LP
Seller:	Ethereum Tech Pte. Ltd.
Debtors:	Collectively, FTX Trading LTD. and all affiliates thereof
Bankruptcy Case:	<i>In re FTX Trading LTD., et al.</i> , Case No. 22-11068 (JTD) (Jointly Administered), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court")
Claim / Type of Debt:	Seller's general unsecured customer claim against the Debtors in the Bankruptcy Case in the outstanding principal amount of USA\$10,264,482.95 (the "Claim Amount").
Claim Documents:	Seller shall provide Buyer copies of all paper and electronic documents that evidence, supports or relates to in any way the Claim and the Claim Amount.
Purchase Rate:	30%
Purchase Price:	USA\$3,079,344.89 (Claim Amount x Purchase Rate)

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Form of Purchase: Assignment

Settlement Date: Buyer and Seller agree to work in good faith to settle the transaction within 40 days of the Trade Date, unless mutually extended in writing. **The Purchase Price shall be fully paid within 3 business days of the mutual execution and delivery of the Transfer of Claim Agreement (defined below), after which the Claim will be transferred from Seller to Buyer ("Closing Date").**

Interest, Fees or any Other Payments or Distributions: Trades Flat, meaning all interest, fees, payments or any other distributions paid on and after the Trade Date and arising out of, or relating to, the Claim whether accruing before, on or after the Trade Date, are for the benefit of the Buyer at no extra cost.

Subject To: This transaction shall be subject to:

- (i) the negotiation, execution and delivery of an agreement for the transfer of the Claim (a "Transfer of Claim Agreement") that is mutually acceptable to both the Buyer and the Seller in their sole discretion, containing customary representations, warranties, recourse and other provisions for transactions of this type.
- (ii) Buyer's review, diligence, and approval, in its sole discretion and at its own cost, of the Claim, the Claim Amount and the Seller prior to Closing Date.
- (iii) Seller having duly executed and timely filed a Proof of Claim against the Debtor with respect to the Claim in the Case (in form and substance reasonably acceptable to Buyer).
- (iv) Seller's tax review and approval, in its sole discretion, of the transaction prior to Closing Date

Risk Allocation:

Buyer shall not assume the risk that the Claim/Claim Amount is reduced, set-off or impaired in any manner. Buyer shall assume the risk that the payments (if any) made in respect of general unsecured claims of the same type as the Claim in the Bankruptcy Case will be in an amount less than Purchase Rate per dollar of claim.

Buyer agrees to pay to Seller a true-up payment if the Claim is allowed in an amount greater than the Claim Amount, equal to (the difference between the allowed amount of the Claim less the Claim Amount), multiplied by the Purchase Rate (in case Claim is allowed in an amount lower than the Claim Amount, then a similar mechanism applies in favor of Buyer).

Costs and Expenses: Buyer shall bear all costs and expenses in connection with the transaction described in this Confirmation, except for any (i)

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counsel and/or advisor fee incurred by Seller or (ii) taxes or withholdings associated with the transfer.

Non reliance:

Each of Buyer and Seller represents and warrants to the other that (i) it is a sophisticated buyer or seller (as the case may be) with respect to the transaction, (ii) it has, or has access to, such information as it deems appropriate under the circumstances concerning, among other things, the Debtor's businesses and financial condition, and the Bankruptcy Case to make an informed decision regarding the transfer of the Claim, and (iii) it has independently and without reliance on the other party, and based on such information as it has deemed appropriate, made its own analysis and decision to enter into the transaction. Each of Buyer and Seller acknowledges that the other has not given it any investment advice or opinion on whether the transaction is prudent.

Confidentiality:

Both parties shall maintain the confidentiality of the terms of the transaction described herein and all Claim Documents received from Seller unless otherwise required to disclose by law, order or regulatory authority or to enforce its rights hereunder, except the parties may disclose the terms of this Transaction to their respective affiliates, attorneys, accountants, other professionals (the "Representatives"), provided that such Representatives shall maintain the confidentiality of the terms of the Transaction. Either party shall be responsible for any breach of this Confirmation by its Representatives.

Others Terms of Trade:

On the Settlement Date, Buyer agrees to pay the broker fee due to Cantor Fitzgerald Securities (the "Broker") pursuant to the broker fee letter executed between Buyer and Broker. For the avoidance of doubt, the broker fee is exclusive of, and in addition to, the Purchase Price. Buyer shall no obligation to pay any fees to the Broker if this transaction is not consummated.

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Binding Effect:

Upon execution by both Buyer and Seller, this Confirmation shall constitute a binding agreement between the parties. The parties acknowledge and agree that any events occurring subsequent to the Trade Date, including any fluctuations in the market price for the Claim, shall not serve to relieve either party of their respective obligations under this Agreement.

Governing Law and Jurisdiction:

This Confirmation and the transaction documents shall be governed by and construed in accordance with the internal laws of the State of New York (without regard to any choice-of-law of any other jurisdiction). Each party submits to the jurisdiction of the federal or state courts located in the city and count of New York, State of New York and agrees that any litigation relating to this Confirmation and Transfer of Claim Agreement shall be brought only in such courts.

[signatures on following page]

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Please sign below and return this Confirmation by email to James.Belardo@Cantor.com and SLAustin@Cantor.com.

Ethereal Tech Pte. Ltd.

By: 

Name: LU LIANG

Title: CEO

Accepted by:

Olympus Peak Trade Claims Opportunities Fund I Non-ECI Master LP

By: Olympus Peak Asset Management LP, its Investment Manager

Leah Silverman

By: _____

Name: Leah Silverman

Title: General Counsel